

4-1017

THIS BOOK DOES  
NOT CIRCULATE

A G R E E M E N T

between

THE ADMINISTRATORS' ASSOCIATION OF EMERSON

and

THE BOARD OF EDUCATION OF EMERSON

THE COUNTY OF BERGEN, NEW JERSEY

70-71

P R E A M B L E

This Agreement, entered into this \_\_\_\_\_ day of June, 1970, by and between the Emerson Board of Education, Emerson, County of Bergen, New Jersey, hereinafter called the "Board", and the Administrators' Association of Emerson, hereinafter called the "Administrators' Group"

W I T N E S S E T H:

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968, to negotiate with the Administrators' Group as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the Administrators' Group as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all Administrators including:

Junior-Senior High School Principal  
Elementary School Principals  
Junior-Senior High School Vice Principal  
Junior-Senior High School Guidance Director

but excluding:

Superintendent of Schools  
and Business Administrator

## ARTICLE II

### NEGOTIATION PROCEDURES

- A. The Board of Education agrees to enter into collective negotiations with the Administrators' Group in accordance with Chapter 303 of the Laws of the State of New Jersey.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be prepared to make proposals, consider proposals, and make counter-proposals in the course of negotiations with the aim of reaching tentative agreements which can be carried back to their respective bodies for approval.

## ARTICLE III

### ADMINISTRATOR RIGHTS

Administrators shall enjoy all rights granted under and by virtue of the provisions of Chapter 303 of the Laws of 1968 or under any other laws of the State of New Jersey, the United States, and the Constitution of the United States and of the State of New Jersey. They shall not be discriminated against, coerced, or reprimanded, by virtue of their exercise of such rights.

## ARTICLE IV

### GROUP PRIVILEGES

- A. Representatives of the Group, the New Jersey Education Association and the National Education Association shall be permitted to transact official association business on school property. This business shall not interfere with or interrupt normal school operations and shall require the permission of the Superintendent.
- B. The Group and its representatives shall be permitted the use of school buildings for meetings with the approval of the Building Principal.
- C. The Group shall be permitted to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment with the approval of the Building Principal. The Group shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Group shall be permitted the use of the inter-school mail facilities and school mail boxes with the approval of Building Principals or other members of the administration.

ARTICLE V

BOARD RIGHTS

The Board of Education retains and reserves unto itself, (without limitation), all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and the government of the United States; and by the decisions of the Commissioner and the Board of Education of the State of New Jersey; by the rules and regulations of the State Board of Education and by the decisions of the courts of the State of New Jersey or of the United States, and by regulations of the Public Employment Relations Commission (PERC).

ARTICLE VI

SALARIES

The salaries of all Administrators shall be as follows:

Junior-Senior H.S. Principal 12 Months	\$20,600.00
Linwood School Principal 12 Months	\$18,575.00
Memorial School Principal 10 Months	\$16,500.00
Junior-Senior High School Vice Principal -10 Months	\$16,133.00
Junior-Senior High School Guidance Director-12 Months	\$17,600.00



## ARTICLE VII

### SABBATICAL LEAVE POLICY

- A. Sabbatical leave or long term leave with pay is desired to improve instructional service at the highest level of quality and efficiency. Sabbatical leave is not a reward for past accomplishments. Rather, it is really an investment by the school district in better instruction and, therefore, primarily a benefit to the school district.
- B. Sabbatical leave of absence for study or educational travel for either one-half year or for one full year will be granted to Administrators of the Emerson Public Schools upon the recommendation of the Superintendent of Schools and approval of the Board of Education.
- C. The Superintendent shall be responsible for recommending to the Board those candidates which, in his estimation, shall be permitted sabbatical leave from among those eligible candidates applying.
- D. In order to be eligible for a sabbatical leave, an Administrator shall have been employed in the Emerson Public Schools for at least seven consecutive years. A second sabbatical leave shall not be granted until after seven years of service in the Emerson Public Schools subsequent to the termination of the first sabbatical leave.
- E. No more than one Administrator shall be chosen every four years for sabbatical leave.
- F. Administrators allowed a sabbatical leave of absence for study or travel will be paid one-half salary for a half-year or one-half salary for a full year.
- G. During the sabbatical leave period, retirement benefits, pensions and contributions based upon the salary the staff member would have received if serving, and other benefits, shall continue. However, there shall be no further accumulation of sick leave during the sabbatical leave.

## ARTICLE VII

### SABBATICAL LEAVE - Continued

- H. Administrators applying for sabbatical leave for the purpose of study or educational travel shall present a plan of study or travel to the Superintendent of Schools prior to the granting of the leave. If the staff member later finds it necessary to change his plans, he shall notify the Superintendent of Schools and receive approval in advance for any change. Any change of plans must be submitted to the Superintendent before April 1.
- I. All applications for sabbatical leaves, either for one-half year or full year, shall be submitted to the Superintendent of Schools by November 1 of the previous school year. The candidates shall be notified of their acceptance or rejection by December 30.
- J. Administrators on sabbatical leaves shall not engage in study for another trade or profession.
- K. Granting of sabbatical leave shall be contingent upon the Administrator's agreement to return to the Emerson Public School System for at least two years after the sabbatical leave has ended.
- L. Within two months of resumption of service, each Administrator who has been absent from duty while on a sabbatical leave shall submit a written report dealing with the educational aspects of his study or travel to the Superintendent of Schools.

ARTICLE VIII

SICK LEAVE

- A. As of September 1, 1970, all Administrators employed shall be entitled to ten (10) sick leave days each school year if employed on a ten month contract and twelve (12) sick leave days each year if employed on a twelve month contract as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave shall be accumulated from year to year with no maximum limit.
- B. The Board of Education reserves the right to request a physician's certificate when an Administrator is absent for more than three consecutive days.

## ARTICLE IX

### TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the 1970-71 school year, Administrators shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year:
1. Three (3) days leave of absence for personal legal business, household or family matters and religious holidays which require absence during school hours. Application to the Administrator's superior for personal leave shall be made at least five (5) days before such leave is to start (except in the case of emergencies) and the applicant for such leave shall be required to state which of the reasons mentioned above is being used for requesting leave. Tenure Administrators are entitled to four (4) days leave for personal reasons.
  2. When, in the opinion of the Superintendent, it is in the best interest of the School System to have an Administrator visit other schools and attend meetings or conferences which are allied with the Administrator's major field of service to the System, he shall have the authority to approve such leaves.
  3. Time necessary for appearance in any legal proceeding connected with the Administrator's employment or with the School System.
  4. Three (3) days at any one time in the event of death of an Administrator's spouse, child, mother, father, son-in-law, brother, sister, sister-in-law, father-in-law, brother, sister, sister-in-law, brother-in-law and any other member of the immediate household. Extension may be granted by approval of the Superintendent for extenuating circumstances.
  5. Leave with pay for death of other than an immediate member of the family: aunt, uncle, cousin, shall be given for one day.
- B. Leaves taken pursuant to section "A" shall be in addition to any sick leave to which the Administrator is entitled.

ARTICLE X

DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its Administrators dues for the Administrator's Association of Emerson, the Bergen County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said Administrator individually and voluntarily authorized the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) as amended and under rules established by the State Department of Education. Said monies, together with records of any collections, shall be transmitted to the treasurer of the Administrators' Association of Emerson by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Administrator authorizations shall be in writing in the form set forth below:

.....AUTHORIZATION.....

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

School Building \_\_\_\_\_ District \_\_\_\_\_

To: Disbursing Officer, \_\_\_\_\_ Board of Education

I hereby request and authorize the above name disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due

ARTICLE X

DEDUCTION FROM SALARY - continued

for that current period. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefor.

I designate the Administrators' Association of Emerson to receive dues and distribute according to the organizations indicated:

ADMINISTRATORS' ASSOCIATION OF EMERSON ☒

NEW JERSEY EDUCATION ASSOCIATION ☒

NATIONAL EDUCATION ASSOCIATION ☒

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board of Education written notice prior to the effective date of such change.
3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
4. The filing of notice of an Administrator's withdrawal shall be according to law.

## ARTICLE XI

### GRIEVANCE PROCEDURE

#### DEFINITIONS

The term "grievance" means a complaint by any employee that, as to him, there has been an inequitable, improper or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.

The term "employee" shall mean an employee or a group of employees.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

- (a) the failure or refusal of the Board to renew the contract of a non-tenure employee.
- (b) in matters where the Board is without authority to provide remedy.

In the following instances, an employee shall have the right to invoke the grievance procedure up to the hearing before the Board of Education, and upon a determination being made by the Board, the procedure thereafter shall be by petition filed with the Commissioner of Education:

- (a) in matters where a method of review is prescribed by law or by any rule, regulation, or bylaw of the State, Commissioner of Education, or the State Board of Education.
- (b) in matters where the Board contends that it has the sole and unlimited discretion to act.
- (c) in matters where the discretion of the Board may not be unlimited but where after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

(Continued)

## ARTICLE XI

### GRIEVANCE PROCEDURE - continued

The term "representative" shall include any organization or other person authorized or designated by any employee or any group of employees, or by the Board to act on its behalf and or their behalf and to represent it or them.

The term "employee" shall mean those employees recognized in Article I, RECOGNITION.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

The term "party" means an aggrieved employee, his immediate superior, the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

### PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period, shall be deemed to constitute abandonment of the grievance. In the event the aggrieved employee has been absent from school due to a single illness, the period during which action may be instituted shall be extended for a period equal to such length of consecutive absence.
2. An employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.

(continued)



## ARTICLE XI

### GRIEVANCE PROCEDURE -- continued

4. Whenever the employee appears with a representative the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
5. An employee shall first discuss his grievance with his immediate superior (department head, supervisor, or principal). Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) days of said hearing.
6. If the grievance is not resolved to the employee's satisfaction, within five (5) days from the determination referred to in Paragraph 5 above, the employee shall submit his grievance to the Superintendent of Schools in writing, specifying:
  - (a) the nature of the grievance;
  - (b) the results of the previous discussion;
  - (c) the basis of his dissatisfaction with the determination.
7. A copy of the writing called for in Paragraph 6 above, shall be furnished to the school principal and to the immediate superior of the aggrieved employee.
8. Within ten (10) calendar days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
9. Within ten (10) calendar days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

(continued)

## ARTICLE XI

### GRIEVANCE PROCEDURE - continued

10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and 9, or, in the event a determination, by him in accordance with the provisions thereof, is deemed unsatisfactory by either party, - the dissatisfied party, within ten (10) days of the failure of the Superintendent to act or within ten (10) days of the determination by him, may appeal to the Board of Education.
11. Where an appeal is taken to the Board, there shall be submitted by the appellant:
  - (a) the writing set forth in Paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.
12. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing with the grievant and his representative invited to be present, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof, shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing, a hearing before the Board, a hearing shall be held.
13. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall, in writing, notify the employee, his representative if there be one, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.
14. In the event an employee is dissatisfied with the determination of the Board, he shall have the right to request advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

(continued)

## ARTICLE XI

### GRIEVANCE PROCEDURE - continued

A request for advisory arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand. In the event the aggrieved employee has been absent from school due to a single illness, the period during which action may be instituted shall be extended for a period equal to such length of consecutive absence.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

15. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) days of the issuance of said order, ruling or directive, or within ten (10) days of the time when same have been brought to the employee's attention, by filing with the Secretary of the Board, a writing setting forth:

- (a) the order, ruling or determination complained of;
- (b) the basis of the complaint;
- (c) a request for a hearing if a hearing is desired.

A copy of the writings set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

16. Upon receipt of a grievance filed under the provisions of Paragraph 16, the procedure shall be as set forth in Paragraphs 12 and 13.
17. All employees shall be entitled to resort to the full procedure hereinabove set forth.

ARTICLE XII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1970 and shall continue until June 30, 1971. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

THE ADMINISTRATORS' ASSOCIATION  
OF EMERSON

EMERSON BOARD OF EDUCATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary